

ABN: 86 504 771 740

#### **Village Comparison Document**

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019



Name of village: Tangara Independent Living Units

#### Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village accommodation, facilities and services, including the general costs of moving into, living in and leaving the retirement village. This makes it easier for you to compare retirement villages.
- The Retirement Villages Act 1999 requires a retirement village scheme operator to:
  - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
  - include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
  - publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village
- You can access a copy of this Village Comparison Document on the village website at www.bluecare.org.au.
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

#### **Notice for prospective residents**

Before you decide whether to live in a retirement village, you should:

- Seek independent legal advice about the retirement village contract there are different types
  of contracts and they can be complex
- Find out the financial commitments involved in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.
- Seek further information and advice to help with making a decision that is right for you. Some
  useful contacts are listed at the end of this document, including:
  - Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. See www.caxton.org.au or phone 07 3214 6333.
  - The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See www.qls.com.au or phone: 1300 367 757.

#### More information

- If you decide to move into a retirement village, the operator will provide you with a Prospective Costs Document for your selected unit, a residence contract and other legal documents.
- By law, you must have a copy of the Village Comparison Document, the Prospective Costs
  Document, the village by-laws, your residence contract and all attachments to your residence
  contract for at least 21 days before you and the operator enter into the residence contract.
  This is to give you time to read these documents carefully and seek professional advice about
  your legal and financial interests. You have the right to waive the 21-day period if you get
  legal advice from a Queensland lawyer about your contract.

The information in this Village Comparison Document is correct as at 1 October 2020 and applies to prospective residents.

Some of the information in this document may not apply to existing residence contracts.

Part 1 – C	perator and	management	t details

Part 1 – Operator and management details			
1.1 Retirement village location	Retirement Village Name: Tangara Independent Living Units		
location	Street Address: 35 Sussex Street		
	Suburb: West End		
	State: Queensland		
	Post Code: 4101		
1.2 Owner of the land on which the retirement village	Name of land owner: The Uniting Church in Australia Property Trust (Q)		
scheme is located	Australian Company Number (ACN): N/A		
	Address: c/- Blue Care, Level 5, 192 Ann Street		
	Suburb: Brisbane		
	State: Queensland		
	Post Code: 4000		
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): The Uniting Church in Australia Property Trust (Q) represented by Blue Care ABN 96 010 643 909		
	Australian Company Number (ACN): N/A		
	Address: C/- Blue Care, Level 5, 192 Ann Street		
	Suburb: Brisbane		
	State: Queensland		
	Post Code: 4000		

	Date entity became operator: 1980
	Is there an approved transition plan for the village?
	☐ Yes ⊠ No
	A written transition plan approved by the Department of Housing and Public Works is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.
	Is there an approved closure plan for the village?
	□ Yes ⊠ No
	A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.
1.4 Village management and onsite availability	Name of village management entity and contact details: The Uniting Church in Australia Property Trust (Q) represented by Blue Care ABN 96 010 643 909
	Australian Company Number (ACN): N/A
	Phone: 1800 990 446
	Email: rladmin@bluecare.org.au
	An onsite manager (or representative) is available to residents:
	☐ Full time
	☐ Part time
	<ul><li>☑ By appointment only</li><li>☑ None available</li></ul>
	Onsite availability includes:
	Weekdays: As required
	Weekends: No availability
	<b>Note from the scheme operator:</b> the village manager is able to be at the village on a regular basis and is available to meet with any resident by prior appointment.
1.5 Approved closure	Is there an approved transition plan for the village?
plans and transition plans for the	□ Yes ⊠ No
retirement village	A written transition plan approved by the Department of Housing and Public Works is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.

	Is there an approved closure plan for the village?
	□ Yes ⊠ No
	A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.
1.6 Statutory Charge over retirement village land.	Tenure in a leasehold or freehold scheme is secured by the registration of your interest on the certificate of title for the property. There is no statutory charge registered over leasehold schemes and freehold schemes.
	In relation to licence schemes, a statutory charge over the land is normally registered on the certificate of title by the chief executive of the department administering the Act. If there is no statutory charge registered on a licence scheme, which may be the case for some religious, charitable or community purpose organisations, you should check if the security of tenure offered meets your requirements.
	Is a statutory charge registered on the certificate of title for the retirement village land?
	□ Yes ⊠ No
	If yes, provide details of the registered statutory charge: Not applicable
Part 2 – Age limits	
2.1 What age limits apply to residents in	Single occupants must be at least 65. For multiple occupants, one must be at least 65 and the other must be at least 60.
	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person
apply to residents in this village?	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to
apply to residents in this village?  ACCOMMODATION, FA	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person to live in the village.
apply to residents in this village?  ACCOMMODATION, FACTOR ACCOMMODATION	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person to live in the village.  CILITIES AND SERVICES
apply to residents in this village?  ACCOMMODATION, FACTOR ACCOMMODATION, FACTOR ACCOMMODATION  3.1 Resident ownership or tenure of	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person to live in the village.  CILITIES AND SERVICES  n units: Nature of ownership or tenure
apply to residents in this village?  ACCOMMODATION, FACTOR ACCOMMODATION	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person to live in the village.  CILITIES AND SERVICES  n units: Nature of ownership or tenure  Freehold (owner resident)
apply to residents in this village?  ACCOMMODATION, FACTOR ACCOMMODATION, FACTOR ACCOMMODATION FACTOR ACCOMMODATIO	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person to live in the village.  CILITIES AND SERVICES  n units: Nature of ownership or tenure  Freehold (owner resident)  Lease (non-owner resident)
apply to residents in this village?  ACCOMMODATION, FACTOR ACCOMMODATION, FACTOR ACCOMMODATION FACTOR ACCOMMODATIO	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person to live in the village.  CILITIES AND SERVICES  n units: Nature of ownership or tenure  Freehold (owner resident)  Lease (non-owner resident)  Licence (non-owner resident)
apply to residents in this village?  ACCOMMODATION, FACTOR ACCOMMODATION, FACTOR ACCOMMODATION FACTOR ACCOMMODATIO	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person to live in the village.  CILITIES AND SERVICES  n units: Nature of ownership or tenure  Freehold (owner resident)  Lease (non-owner resident)  Licence (non-owner resident)  Share in company title entity (non-owner resident)
apply to residents in this village?  ACCOMMODATION, FACTOR ACCOMMO	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person to live in the village.  CILITIES AND SERVICES  n units: Nature of ownership or tenure  Freehold (owner resident)  Lease (non-owner resident)  Licence (non-owner resident)  Share in company title entity (non-owner resident)  Unit in unit trust (non-owner resident)
apply to residents in this village?  ACCOMMODATION, FACTOR ACCOMMODATION, FACTOR ACCOMMODATION FACTOR ACCOMMODATIO	must be at least 65 and the other must be at least 60.  The scheme operator must be satisfied that each occupant is able to live independently in the accommodation unit and is a suitable person to live in the village.  CILITIES AND SERVICES  n units: Nature of ownership or tenure  Freehold (owner resident)  Lease (non-owner resident)  Licence (non-owner resident)  Share in company title entity (non-owner resident)  Unit in unit trust (non-owner resident)  Rental (non-owner resident)

Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living				
units				
Studio				
- One bedroom			79	
- Two bedrooms				
- Three bedrooms				
Serviced units - Studio				
- One bedroom				
- Two bedrooms				
- Three bedrooms				
Other				
Total number of units			79	
Access and design				
_		fuere the estimation		over a fithe const
3.3 What disability access and design		from the street int		
features do the units	(i.e. no external	or internal steps o	r stairs) in ⊔ all ⊠	some units
and the village		a ramp, elevator o	or lift allows entry in	ito □ all ⊠ some
contain?	units	a ramp, olovator c	int anowo orary in	
	units			
	oxtimes Step-free (hobless) shower in $oxtimes$ all $oxtimes$ some units			
		rways allow for who	eelchair access in l	□ all ⊠ some
	□ Toilet is accessible in a wheelchair in □ all □ some units			
	☐ Other key features in the units or village that cater for people with disability or assist residents to age in place:			
	j	ist residents to age	in place:	
	□ None			
Part 4 – Parking for resi	ng for residents and visitors			
4.1 What car parking	☐ All / Some [uɪ	nit typel units with a	own darage or carr	oort attached or
in the village is	<ul> <li>□ All / Some [unit type] units with own garage or carport attached or adjacent to the unit</li> <li>☒ Some units with own garage or carport separate from the unit</li> </ul>			
available for				
residents?		0 0	•	
	☐ All / Some [unit type] units with own car park space adjacent to the			
	unit			
	Some units with own car park space separate from the unit			
	⊠ General car parking for residents in the village			
	☐ Other parking	g e.g. caravan or b	oat:	
		units with no	car parking for resid	dents
	│ │	ng for residents in t	he village	
	•	resident's car parki	J	
	. (334 104 0113 011	. cordont o odi parki		
4.2 Is parking in the village available for visitors?	⊠ Yes □ No			

If yes, parking restrictions include e.g. time limit, swipe card/code; [or are available on request]	Not applicable		
Part 5 – Planning and de	evelopment		
5.1 Is construction or development of the village complete?	Year village construction started: 1980		
5.2 Construction, development applications and development approvals	Provide detail of any construction, development or redevelopment relating to the retirement village land, including details of any related development approval or development applications in accordance with the <i>Planning Act 2016</i> :		
Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.	Not applicable.		
5.3 Redevelopment plan under the Retirement Villages Act 1999	Is there an approved redevelopment plan for the village under the Retirement Villages Act?  Yes No  The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works.  Note: see notice at end of document regarding inspection of the development approval documents.		
Part 6 – Facilities onsite	at the village		
6.1 The following facilities are currently available to residents:	<ul><li>☑ Activities or games room</li><li>☑ Medical consultation room</li><li>☑ Arts and crafts room</li><li>☑ Restaurant</li></ul>		
	<ul><li>☐ Auditorium</li><li>☒ BBQ area outdoors</li></ul>	☐ Shop ☐ Swimming pool [indoor / outdoor] [heated / not heated]	
	<ul><li>☑ Billiards room</li><li>☑ Bowling green [indoor]</li></ul>	Separate lounge in community	

		□ Spa [indoor / outdoor]     [heated / not heated □ Storage area for boats / caravans □ Tennis court [full/half] □ Village bus or transport □ Workshop □ Other:		
if there are any restriction	s on access or sharing of facilities	(e.g. with an aged care facility).		
Not Applicable				
6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?	☐ Yes ☒ No			
<b>Note:</b> Aged care facilities are not covered by the <i>Retirement Villages Act 1999 (Qld)</i> . The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the <i>Aged Care Act 1997 (Cwth)</i> . Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.				
Part 7 – Services				
7.1 What services are provided to all village residents (funded from the General Services Charge fund paid by residents)?	residents.  Managing the community  Managing security at the element of the security	village for the benefit and enjoyment of facilities. retirement village. ystem, emergency help system and/or		

	<ul> <li>Engaging staff and contractors necessary for the operation of the retirement village, which may include a village manager, cleaning and maintenance personnel, security personnel, personal care and nursing personnel and/or relief personnel.</li> <li>Arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the retirement village.</li> <li>Maintaining any licences required in relation to the retirement village.</li> <li>Paying operating costs in connection with the ownership and operation of the retirement village.</li> <li>Maintaining insurances relating to the retirement village that are required by the <i>Retirement Villages Act 1999</i> or contemplated by a residence contract or that the scheme operator otherwise deems appropriate.</li> <li>Complying with the <i>Retirement Villages Act 1999</i>.</li> <li>Any other general service funded via a general services charges budget for a financial year.</li> </ul>
7.2 Are optional personal services provided or made available to residents on a user-pays basis?	☐ Yes ⊠ No
7.3 Does the retirement village operator provide government funded home care services under the Aged Care Act 1997 (Cwth)?	<ul> <li>✓ Yes, the operator is an Approved Provider of home care under the Aged Care Act 1997 (Registered Accredited Care Supplier – NAPS ID number 18025)</li> <li>☐ Yes, home care is provided in association with an Approved Provider:</li> </ul>
	☐ No, the operator does not provide home care services, residents can arrange their own home care services
Home Support Program s an aged care assessment services are not covered l Residents can choose to the retirement village pr	by be eligible to receive a Home Care Package, or a Commonwealth subsidised by the Commonwealth Government if assessed as eligible by the team (ACAT) under the Aged Care Act 1997 (Cwth). These home care by the Retirement Villages Act 1999 (Qld). Their own approved Home Care Provider and are not obliged to use tovider, if one is offered.
Part 8 – Security and en	nergency systems
8.1 Does the village have a security system?	□ Yes ⊠ No

8.2 Does the village have an emergency help system?		□ Optional □ No			
<ul><li>If yes or optional:</li><li>the emergency help system details are:</li></ul>	The emergency system is mincluded in the general serv	nonitored off-site. The cost of this service is ices charge.			
<ul> <li>the emergency help system is monitored between:</li> </ul>	24 hours per day, 7 days per week.				
8.3 Does the village have equipment that provides for the safety or medical emergency of residents?	□ Yes ⊠ No				
COSTS AND FINANCIAL	MANAGEMENT				
	ution - entry costs to live in	the village sident must pay under a residence contract			
to secure a right to reside	in the retirement village. The	e ingoing contribution is also referred to as			
the sale price or purchase recurring fees.	e price. It does not include on	going charges such as rent or other			
9.1 What is the	Accommodation Unit	Range of ingoing contribution			
estimated ingoing	Independent living units				
contribution (sale price) range for all	- Studio				
types of units in the	- One bedroom	\$179,000 to \$247,000			
village	- Two bedrooms \$300,000 to \$305,000				
	- Three bedrooms				
	Serviced units				
	- Studio				
	- One bedroom				
	- Two bedrooms				
	- Three bedrooms				
	Other				
	Full range of ingoing contributions for all unit types	\$179,000 to \$305,000			
9.2 Are there different					
financial options	There are three contract typ	pes available to all residents:			
available for paying the ingoing	Standard Contract				
contribution and exit	5% Reduced Contribution Contract				
fee or other fees and charges under a	10% Reduced Contri      Connectional Linears and				
residence contract?	on application to the schem	ntract may be available to select residents e operator.			
If yes: specify or set out	• •	erator: The scheme operator may at its			
in a table how the	complete discretion offer a Concessional Licence contract to a resident				

contract options work on application to the scheme operator. e.g. pay a higher The key differences between the contract options are: ingoing contribution and Contract Payments on exit less or no exit fee. Ingoing contribution option Standard Residents pay an Residents: Contract ingoing contribution receive a refund of the equal to the fair ingoing contribution; market value of a pay a maximum exit fee of right to reside in the 32% of the ingoing unit at the time of contribution; and entry (Licence do not receive any capital Value). gain or pay any capital loss. Exit entitlement paid within 6 months of termination. 5% Reduced Residents pay a Residents: reduced ingoing Contribution receive a refund of the contribution Contract reduced ingoing calculated as the contribution; Licence Value pay a maximum exit fee of reduced by 5%. 37% of the Licence Value: and do not receive any capital gain or pay any capital loss. Exit entitlement paid within 18 months of termination. 10% Residents pay a Residents: Reduced reduced ingoing receive a refund of the Contribution contribution reduced ingoing Contract calculated as the contribution; Licence Value pay a maximum exit fee of reduced by 10%. 42% of the Licence Value; and do not receive any capital gain or pay any capital loss. Exit entitlement paid within 18 months of termination. Residents do not Residents do not receive any Concessional Licence pay an ingoing payments on exit. Residents contribution. Instead pay a weekly Accommodation Fee for the term of the they pay an Contract residence contract, instead of Administration Fee an ingoing contribution on entry. Further details are and Administration available from the scheme Fee (which is equivalent to 4 x the operator on request. weekly Accommodation Fee). ☐ Transfer or stamp duty 9.3 What other entry costs do residents □ Costs related to your residence contract need to pay? ☐ Costs related to any other contract e.g. .....

	☐ Advance payment of General Services Charge				
	Other co	osts			
	accepted for the Contra equivalent	the scheme ope or a Concessiona ct Administration to 4 x the weekly re available from	l Licence ( Fee and A Accommo	contract will be Administration I odation Fee).  I	required to pay Fee (which is Details about these
Part 10 – Ongoing Costs	s - costs wh	nile living in the I	etiremen	t village	
General Services Charge available to residents in the gardening and general madentertainment described a	ne village, wa aintenance a	hich may include	managem	ent and admin	istration,
Maintenance Reserve For repairing (but not replacin This fund may or may not terms of your residence of	g) the village cover main	e's capital items e	g. comm	unal facilities, s	swimming pool.
The budgets for the Gene each financial year and th Maintenance Reserve Full	ese amount	s can increase ea	ach year. 7	The amount to	be held in the
Note: The following ongoicosts of different villages.	•		•		•
10.1 Current weekly rate contribution	s of Genera	al Services Char	ge and M	aintenance Re	eserve Fund
Type of Unit	General (weekly)	Services Charg	е	Maintenance contribution (weekly)	Reserve Fund
Independent Living Units	3			(Weekly)	
- Studio					
- One bedroom					
- Two bedrooms					
- Three bedrooms					
Serviced Units			-		
- Studio					
- One bedroom					
- Two bedrooms					
- Three bedrooms					
Other					
All units pay a flat rate	\$75.11			\$22.93	
Loot three warra of Com-	aral Camile :	o Charge and M	ointor		md contailstic
Financial General Ser year Charge (ran (weekly)	vices	Overall % change from	Maintenand Mainten Reserve	ance	Overall %
2019/20 \$82.66 to \$8		previous year		ıtion (range)	change from previous year (+ or -)

2018/19	2018/19 \$79.08 to \$79.08		1.4% \$19.34 to \$19.34 4.8%		4.8%	
2017/18 \$77.98 to \$77.98		77.98	1.8%	\$1	8.45 to \$18.45	7.1%
10.2 What costs relating to the units		□ Contents insurance			☐ Water	
are not cove	•		nsurance (freehold	b	⊠ Telephone	
General Ser Charge? (re		units only)				
will need to costs separ	pay these	⊠ Electric	ity		⊠ Pay TV	
	u,	⊠ Gas		☐ Other:		
10.3 What o ongoing or costs for remaintenance replacementin, on or attached units are	occasional pair, e and t of items ached to e residents	☐ Unit appliances ☐ None  Additional information: Residents are responsible for the items they			_	
responsible pay for whil		and replaci	ng light globes.		•	
in the unit?		Unit fixtures and appliances provided by scheme operator are maintained by the scheme operator. This service is included in the general services charge and maintenance reserve fund contribution. Capital items are replaced using funds from the capital replacement fund.				
10.4 Does the offer a main service or he residents are repairs and maintenance	itenance elp range	⊠ Yes □ No				
unit? If yes: provid including any for this service.	y charges	Unit fixtures and appliances provided by scheme operator are maintained by the scheme operator. This service is included in the general services charge and maintenance reserve fund contribution.				
Part 11- Exi	it fees - whe	n you leave	the village			
A resident may have to pay an exit fee to the operator when they leave their unit or when the right to reside in their unit is sold. This is also referred to as a 'deferred management fee' (DMF).				_		
11.1 Do resi an exit fee v permanently their unit?	vhen they	<ul> <li>☐ Yes – all residents pay an exit fee calculated using the same formula</li> <li>☐ Yes – all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract</li> <li>☐ No exit fee</li> <li>☒ Other</li> </ul>			y this is worked	
If yes: list all options that to new contra	may apply	Standard Contract 6% of the ingoing contribution for the first year of residence, 11% of the ingoing contribution for two years of residence, 15% of the ingoing contribution for three years of residence, 19% of the ingoing			of the ingoing	

contribution for four years of residence, 23% of the ingoing contribution for five years of residence, 26% of the ingoing contribution for six years of residence, 29% of the ingoing contribution for seven years of residence and up to a maximum of 32% of the ingoing contribution for eight years of residence or more.

#### 5% Reduced Contribution Contract

11% of the fair market value of a right to reside in the unit at the time of entry (**Licence Value**) for the first year of residence, 16% of the Licence Value for two years of residence, 20% of the Licence Value for three years of residence, 24% of the Licence Value for four years of residence, 28% of the Licence Value for five years of residence, 31% of the Licence Value for six years of residence, 34% of the Licence Value for seven years of residence and up to a maximum of 37% of the Licence Value for eight years of residence or more.

#### 10% Reduced Contribution Contract

16% of the Licence Value for the first year of residence, 21% of the Licence Value for two years of residence, 25% of the Licence Value for three years of residence, 29% of the Licence Value for four years of residence, 33% of the Licence Value for five years of residence, 36% of the Licence Value for six years of residence 39% of the Licence Value for seven years of residence and up to a maximum of 42% of the Licence Value for eight years of residence or more.

The exit fee is calculated on a pro-rata daily basis for partial years of residence.

**Note from the scheme operator:** If a resident applies for and is accepted for a Concessional Licence contract, the resident will not be required to pay an exit fee.

Under a Concessional Licence contract, an End of Licence Fee is payable the amount of which is available from the scheme operator on request.

Standard Contract	
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: your ingoing contribution
1 year	6% of your ingoing contribution
2 years	11% of your ingoing contribution
3 years	15% of your ingoing contribution
4 years	19% of your ingoing contribution
5 years	23% of your ingoing contribution
6 years	26% of your ingoing contribution
7 years	29% of your ingoing contribution

8 years	32% of your ingoing contribution	
More than 8 years	32% of your ingoing contribution	

**Note:** if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.

The maximum (or capped) exit fee is 32% of the ingoing contribution after 8 years of residence.

The minimum exit fee is: 6% of your ingoing contribution x 1/365.

Note from the scheme operator: The minimum exit fee is for 1 day of residence.

#### **5% Reduced Contribution Contract**

Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: the fair market value of a right to reside in the unit at the time of entry ( <b>Licence Value</b> )
1 year	11% of the Licence Value
2 years	16% of the Licence Value
3 years	20% of the Licence Value
4 years	24% of the Licence Value
5 years	28% of the Licence Value
6 years	31% of the Licence Value
7 years	34% of the Licence Value
8 years	37% of the Licence Value
More than 8 years	37% of the Licence Value

**Note:** if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.

The maximum (or capped) exit fee is 37% of the Licence Value after 8 years of residence.

The minimum exit fee is: 11% of the Licence Value x 1/365.

**Note from the scheme operator:** The minimum exit fee is for 1 day of residence.

#### **10% Reduced Contribution Contract**

Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: the fair market value of a right to reside in the unit at the time of entry ( <b>Licence Value</b> )
1 year	16% of the Licence Value
2 years	21% of the Licence Value
3 years	25% of the Licence Value

4 years	29% of the Licence Value
5 years	33% of the Licence Value
6 years	36% of the Licence Value
7 years	39% of the Licence Value
8 years	42% of the Licence Value
More than 8 years	42% of the Licence Value
<b>Note:</b> if the period of occupation is not a whole number of years, the exit fee will be worked	

**Note:** if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.

The maximum (or capped) exit fee is 42% of the Licence Value after 8 years of residence.

The minimum exit fee is: 16% of the Licence Value x 1/365.

Note from the scheme operator: The minimum exit fee is for 1 day of residence.

## 11.2 What other exit costs do residents need to pay or contribute to?

☐ Sale costs for the unit

□ Legal costs

- Exit Administration Fee; and
- A portion of the costs of valuation (if you and operator cannot agree on resale value).

**Note from scheme operator:** If a resident applies for and is accepted for a Concessional Licence contract, the resident is not required to contribute to the to the costs listed above.

#### Part 12 - Reinstatement and renovation of the unit

# 12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?

**Note from operator:** If a resident applies for and is accepted for a Concessional Licence contract, the resident is only responsible for damage they cause to the accommodation unit. The scheme operator will pay all other costs associated with reinstatement work.

Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from:

- fair wear and tear; and
- renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.

Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.

Entry and exit inspections and reports are undertaken by the operator

	and resident to assess the condition of the unit.	
12.2 Is the resident responsible for renovation of the unit when they leave the unit?	☐ Yes, all residents pay% of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)	
	☐ Optional, only applies to residents who share in the capital gain on the sale of their unit, and the resident pays% of any renovation costs	
	⊠ No	
	Renovation means replacements or repairs other than reinstatement work.	
	By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.	
Part 13– Capital gain or losses		
13.1 When the resident's interest or right to reside in the unit is sold, does the	☐ Yes, the resident's share of the the resident's share of the capital gain is	
resident share in the capital <i>gain</i> or capital <i>loss</i> on the resale of their unit?	Optional - residents can elect to share in a capital <b>gain</b> or <b>loss</b> option  the resident's share of the <b>capital gain</b> is% the resident's share of the <b>capital loss</b> is% OR is based on a formula	
	⊠ No	
Part 14 – Exit entitlemer	nt or buyback of freehold units	
	amount the operator may be required to pay the former resident under a he right to reside is terminated and the former resident has left the unit.	
14.1 How is the exit	The scheme operator will repay the ingoing contribution to the resident.	
entitlement which the operator will pay the resident worked out?	When the scheme operator makes this payment, the resident must pay to the scheme operator the following amounts:  • the exit fee (see item 11.1);	
	the Exit Administration Fee, legal costs and valuation costs (if any) (see item 11.2);	
	<ul> <li>the costs of reinstatement work (see item 12.1); and</li> <li>any other outstanding amounts payable by the resident under the residence contract.</li> </ul>	
	Note from the scheme operator: If a resident applies for and is accepted for a Concessional Licence contract, the residence contract, the residence contract.	

### 14.2 When is the exit entitlement payable?

By law, the operator must pay the exit entitlement to a former resident on or before the **earliest** of the following days:

- the day stated in the residence contract
  - which is 18 months after the termination of the residence contract if you select a 5% Reduced Contribution Contract or a 10% Reduced Contribution Contract; or
  - which is 6 months after the termination of the residence contract if you select a Standard Contract.
- 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator
- 18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT).

In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.

## 14.3 What is the turnover of units for sale in the village?

24 accommodation units were vacant as at the end of the last financial year

8 accommodation units were resold during the last financial year

6-9 months was the average length of time to sell a unit over the last three financial years

#### Part 15- Financial management of the village

15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?

General Ser	vices Charges Fu	nd for the last 3 year	ars
Financial	Deficit/Surplus	Total general	Change from
Year		service charges	previous year
		collected for the	
		financial year	
2019/20	\$ 25,310	\$ 339,571	16.3%
2018/19	\$ 21,766	\$324,852	577%
2017/18	\$ 3,215	\$320,355	-149.6%
Dolongo of C	anaral Camiaaa C	harasa	

Balance of <b>General Services Charges Fund</b> for last financial year <i>OR</i> last	\$25,310
quarter if no full financial year available	
Balance of Maintenance Reserve Fund	
for last financial year OR last quarter if no	\$97,301
full financial year available	
Balance of Capital Replacement Fund	
for the last financial year OR last quarter if	\$113,392
no full financial year available	

	Percentage of a resident ingoing contribution applied to the Capital Replacement Fund  The operator pays a percentage of a resident's ingoing contribution, as determined by a quantity surveyor's report, to the Capital Replacement Fund. This fund is used for replacing the village's capital items.	N/A (amounts are paid each year as recommended by the quantity surveyor's report)
	OR  the village is not yet operating.	
Part 16 – Insurance		
village, including for:	take out general insurance, to full replacements; and on units, other than accommodation units ownered the cost of this insurance as part of the G	ed by residents.
16.1 Is the resident responsible for arranging any insurance cover? If yes, the resident is responsible for these insurance policies:	<ul> <li>✓ Yes □ No</li> <li>If yes, the resident is responsible for these in</li> <li>Contents insurance (for the resident's</li> <li>Public liability insurance (for incidents unit)</li> <li>Workers' compensation insurance (for or contractors)</li> <li>Third-party insurance (for the resident mobility devices)</li> </ul>	property in the unit) occurring in the resident's the resident's employees
Part 17 – Living in the v	illage	
Trial or settling in perio	d in the village	
17.1 Does the village offer prospective residents a trial period or a settling in period in the village?	□ Yes ⊠ No	
17.2 Are residents allowed to keep pets?	⊠ Yes □ No	
If yes: specify any restrictions or conditions on pet ownership	Pets are welcome, if the scheme operator's p	prior consent is obtained.
-		

Visitors	
17.3 Are there restrictions on visitors staying with residents or visiting? If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)	Residents must notify Village Management of any visitors who stay overnight, and must stay in the unit at the same time as their visitor. The scheme operator's prior consent is required for any visitor to stay for more than 14 consecutive nights or for more than 60 days (in total) in any 12 month period, or for more than 4 visitors to stay overnight at the same time. All visitors must complete a log book and agree to adhere to the village rules.
Village by-laws and villa	age rules
17.4 Does the village have village by-laws?	☐ Yes ☒ No  By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village.  Note: See notice at end of document regarding inspection of village by-laws
17.5 Does the operator have other rules for the village.	
Resident input	
17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?	By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.  You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.
have a residents committee established under the <i>Retirement Villages Act</i> 1999?	By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.  You may like to ask the village manager about an opportunity to talk
have a residents committee established under the <i>Retirement</i>	By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.  You may like to ask the village manager about an opportunity to talk
have a residents committee established under the Retirement Villages Act 1999?  Part 18 – Accreditation  18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?	By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.  You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.
have a residents committee established under the Retirement Villages Act 1999?  Part 18 – Accreditation  18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?  Note: Retirement village	By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.  You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.  No, village is not accredited  Yes, village is voluntarily accredited through:
have a residents committee established under the Retirement Villages Act 1999?  Part 18 – Accreditation  18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?  Note: Retirement village	By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.  You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.  No, village is not accredited  Yes, village is voluntarily accredited through:

#### **Access to documents**

The following operational documents are held by the retirement village scheme operator and a prospective resident or resident may make a written request to the operator to inspect or take a copy of these documents free of charge. The operator must comply with the request by the date stated by the prospective resident or resident (which must be at least seven days after the request is given).

$\boxtimes$	Certificate of registration for the retirement village scheme
$\boxtimes$	Certificate of title or current title search for the retirement village land
$\boxtimes$	Village site plan
$\boxtimes$	Plans showing the location, floor plan or dimensions of accommodation units in the village
	Plans of any units or facilities under construction
	Development or planning approvals for any further development of the village
	An approved redevelopment plan for the village under the Retirement Villages Act
	An approved transition plan for the village
	An approved closure plan for the village
$\boxtimes$	The annual financial statements and report presented to the previous annual meeting
	of the retirement village
$\boxtimes$	Statements of the balance of the capital replacement fund, maintenance reserve fund or
	general services charges fund (or income and expenditure for general services) at the end
_	of the previous three financial years of the retirement village
	Statements of the balance of any Body Corporate administrative fund or sinking fund at the
	end of the previous three years of the retirement village
$\boxtimes$	Examples of contracts that residents may have to enter into
$\boxtimes$	Village dispute resolution process
	Village by-laws
$\boxtimes$	Village insurance policies and certificates of currency
$\boxtimes$	A current public information document (PID) continued in effect under section 237I of the

An example request form containing all the necessary information you must include in your request is available on the Department of Housing and Public Works website.

#### **Further Information**

If you would like more information, contact the Department of Housing and Public Works on 13 QGOV (13 74 68) or visit our website at <a href="https://www.hpw.qld.gov.au">www.hpw.qld.gov.au</a>

#### **General Information**

General information and fact sheets on retirement villages: www.qld.gov.au/retirementvillages

For more information on retirement villages and other seniors living options: www.qld.gov.au/seniorsliving

#### Regulatory Services, Department of Housing and Public Works

Act (this applies to existing residence contracts)

Regulatory Services administers the *Retirement Villages Act 1999*. This includes investigating complaints and alleged breaches of the Act.

Department of Housing and Public Works

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

Email: regulatoryservices@hpw.qld.gov.au Website: www.hpw.qld.gov.au/housing

#### **Queensland Retirement Village and Park Advice Service (QRVPAS)**

Specialist service providing free information and legal assistance for residents and prospective residents of retirement villages and manufactured home parks in Queensland.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au Website: www.caxton.org.au

#### **Department of Human Services (Australian Government)**

Information on planning for retirement and how moving into a retirement village can affect your

pension

Phone: 132 300

Website: www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-

retirement

#### **Seniors Legal and Support Service**

These centres provide free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au Website: https://caxton.org.au

#### **Queensland Law Society**

Find a solicitor Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757 Email: info@qls.com.au Website: www.qls.com.au

#### **Queensland Civil and Administrative Tribunal (QCAT)**

This independent decision-making body helps resolve disputes and reviews administrative decisions.

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: enquiries@qcat.qld.gov.au Website: www.qcat.qld.gov.au

#### **Department of Justice and Attorney-General**

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.

Phone: 07 3006 2518 Toll free: 1800 017 288

Website: <a href="www.justice.qld.gov.au">www.justice.qld.gov.au</a>
Livable Housing Australia (LHA)

The Livable Housing Guidelines and standards have been developed by industry and the community to provide assurance that a home is easier to access, navigate and live in, as well as more cost effective to adapt when life's circumstances change.

Website: www.livablehousingaustralia.org.au/